

<b>SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)</b>	1. SOLICITATION NO.  DOL099RP20690	2. TYPE OF SOLICITATION  <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  05/14/2009	PAGE OF PAGES  1 OF 90
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			
4. CONTRACT NO.  CODE	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.		
7. ISSUED BY  OASAM Office of Procurement Services U. S. Department of Labor Suite N-4308 200 Constitution Ave., NW Washington DC 20210	8. ADDRESS OFFER TO  SEE SECTION L			
9. FOR INFORMATION E-MAIL	A. NAME  Miriam J. Holst, Contract Specialist	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) holst.miriam@dol.gov		

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

This procurement is being funded under the American Recovery and Reinvestment Act (ARRA), Public Law 11-5 (February 17, 2009). While funds are not presently available for this project, we anticipate funds will become available prior to award. If ARRA funds are not made available, this action may be cancelled.

The U.S. Department of Labor is procuring services for the design and construction intended for a site adapt in support of a dining hall building at the Schenck Civilian Conservation Center located in Pisgah Forest, North Carolina. The new structure will total approximately 9,230 gross square feet. Furthermore, the work includes the demolition of the existing dining hall (Building 40) and the design and construction of a 4,500 square feet paved area. The work shall be designed and constructed to comply with requirements as established by the Leadership in Energy and Environmental Design (LEED) or similar high performance sustainability goals. A formal LEED Certification is not required. The project also includes miscellaneous site improvements in the form of general landscaping, road, parking drainage, connection to all utility lines and site/security lighting for the new building. The Period of Performance begins within 14 calendar days from receipt of Notice to Proceed (NTP) and shall be completed within 441 calendar days from receipt of NTP. Substantial completion shall be within 424 calendar days from NTP. The estimated cost range is between \$1,000,000 and \$5,000,000.

**PRE-BID WALK THROUGH IS SCHEDULED 05/28/09 10:00 a.m. EDT – NO QUESTIONS WILL BE ANSWERED AT THE WALK THROUGH -**

Schenck Civilian Conservation Center  
98 Schenck Drive, Pisgah Forest, NC 28768 (Transylvania County)  
Telephone: (828) 877-6101

11. The Contractor shall begin performance within <u>1</u> calendar days and complete it within <u>441</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>52.211-10</u> .)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)  <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  10 DAYS
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>5</u> copies to perform the work required are due at the place specified in Item 8 by <u>06/30/2009</u> (hour) local time <u>3:00pm EDT</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference	
D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

**OFFER(Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

0001. New Dining Hall Building at the Schenck Civilian Conservation Center located in Pisgah Forest,  
North Carolina ..... \$ \_\_\_\_\_

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c) ( ) ☐

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

OASAM Office of Procurement Services  
U. S. Department of Labor  
Suite N-4308  
200 Constitution Ave., NW  
Washington DC 20210

OASAM BRANCH OF INVOICE PAYMENTS  
Suite S-5526  
U.S. DEPARTMENT OF LABOR  
200 CONSTITUTION AVENUE, NW  
WASHINGTON DC 20210

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED  
TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

BY

## Table of Contents

<b>PART I - THE SCHEDULE.....</b>	<b>A-1</b>
<b>SECTION A - SOLICITATION/CONTRACT FORM.....</b>	<b>A-1</b>
SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair).....	A-1
<b>PART I - THE SCHEDULE.....</b>	<b>B-1</b>
<b>SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS .....</b>	<b>B-1</b>
B.1 PRICE/COST SCHEDULE .....	B-1
<b>SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK .....</b>	<b>C-1</b>
[See Attachment J1].....	
<b>SECTION D - PACKAGING AND MARKING.....</b>	<b>D-1</b>
[For this Solicitation, there are NO clauses in this Section] .....	
<b>SECTION E - INSPECTION AND ACCEPTANCE.....</b>	<b>E-1</b>
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	E-1
<b>SECTION F - DELIVERIES OR PERFORMANCE .....</b>	<b>F-1</b>
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	F-1
F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984).....	F-1
F.3 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000) ALTERNATE I (APR 1984).....	F-1
<b>SECTION G - CONTRACT ADMINISTRATION DATA.....</b>	<b>G-1</b>
G.1 PRE-CONSTRUCTION CONFERENCE.....	G-1
G.2 PERIODIC PROJECT MEETINGS.....	G-1
G.3 SUBCONTRACTS.....	G-1
G.4 SHOP DRAWINGS.....	G-1
G.5 OPERATIONS, STORAGE AREAS AND SECURITY.....	G-2
G.6 PROJECT SAFETY.....	G-3
G.7 DISPOSAL OF REFUSE.....	G-3
G.8 SCHEDULE OF PROGRESS.....	G-4
G.9 PAYMENTS TO CONTRACTOR.....	G-4
G.10 FURNISHING INFORMATION AND RECORDS.....	G-5
G.11 WORKERS' COMPENSATION LAWS.....	G-5
G.12 REQUIRED INSURANCE.....	G-5
G.13 EQUITABLE ADJUSTMENTS.....	G-7
G.14 WEATHER DELAYS (EXCUSABLE DELAY).....	G-9
G.15 TEST RESULTS.....	G-10
G.16 AS-BUILT RECORD OF MATERIALS AND INSTALLATION.....	G-10
G.17 SUBSTANTIAL COMPLETION.....	G-10
G.18 CONTRACT CLOSEOUT.....	G-11
G.19 PRECEDENCE OF PLANS, SPECIFICATIONS, AND CLAUSES.....	G-12

<b>SECTION H - SPECIAL CONTRACT REQUIREMENTS .....</b>	<b>H-1</b>
H.1 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUNE 2003).....	H-1
H.2 DISPOSITION OF MATERIAL.....	H-1
H.3 HAZARDOUS OCCUPATION ORDERS.....	H-1
H.4 RIGHTS AND OBLIGATIONS.....	H-1
H.5 INITIATION OF LIQUIDATED DAMAGES.....	H-1
H.6 COMPLIANCE WITH NONDISCRIMINATION AND EQUAL OPPORTUNITY LAW.....	H-1
<b>PART II - CONTRACT CLAUSES .....</b>	<b>I-1</b>
<b>SECTION I - CONTRACT CLAUSES.....</b>	<b>I-1</b>
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	I-1
I.2 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007) .....	I-3
I.3 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004).....	I-5
I.4 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JAN 2005).....	I-7
I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) .....	I-10
I.6 52.228-1 BID GUARANTEE (SEP 1996) .....	I-10
I.7 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (NOV 2006) .....	I-10
I.8 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008).....	I-12
I.9 52.236-4 PHYSICAL DATA (APR 1984).....	I-19
I.10 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE I (APR 1984) .....	I-19
I.11 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994).....	I-20
I.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	I-22
I.13 52.252-4 ALTERATIONS IN CONTRACT (APR 1984) .....	I-22
I.14 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984).....	I-22
<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....</b>	<b>J-1</b>
<b>SECTION J - LIST OF ATTACHMENTS.....</b>	<b>J-1</b>
<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS.....</b>	<b>K-1</b>
<b>SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF     OFFERORS .....</b>	<b>K-1</b>
K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....	K-1
K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006) .....	K-1
K.3 SIGNATURE BLOCK.....	K-3
<b>SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....</b>	<b>L-1</b>
L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....	L-1

L.2	52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998).....	L-1
L.3	52.216-1 TYPE OF CONTRACT (APR 1984).....	L-1
L.4	52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999).....	L-1
L.5	52.233-2 SERVICE OF PROTEST (SEP 2006) .....	L-2
L.6	52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995).....	L-3
ii		
L.7	52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .....	L-3
L.8	52.252-3 ALTERATIONS IN SOLICITATION (APR 1984).....	L-3
L.9	52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984).....	L-3
L.10	PROPOSAL SUBMISSION REQUIREMENTS.....	L-4

**SECTION M - EVALUATION FACTORS FOR AWARD.....M-1**

M.1	SELECTION CRITERIA.....	M-1
M.2	PRICE EVALUATION.....	M-1

**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PRICE/COST SCHEDULE**

**ITEM DESCRIPTION OF**

New Dining Hall Building at the Schenck Civilian Conservation Center located in  
Pisgah Forest, North Carolina

GRAND TOTAL ---

=====

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**[See Attachment J1]**

**Section D**  
**PACKAGING AND MARKING**

**[For this Solicitation, there are NO clauses in this Section]**



**Section E**  
**INSPECTION AND ACCEPTANCE**

**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

**Section F**  
**DELIVERIES OR PERFORMANCE**

**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.211-13	TIME EXTENSIONS	SEP 2000
52.242-14	SUSPENSION OF WORK	APR 1984

**F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)  
ALTERNATE I (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 1 calendar day(s) after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than \*\*\* days after receipt of award. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed 14 days after award. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

**F.3 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000) ALTERNATE I (APR 1984)**

(a) If the Contractor fails to complete each separate part or stage of the work within the time specified in the contract for that part or stage, or any extension, the Contractor shall pay to the Government as liquidated damages the following amounts:

PART OR STAGE OF THE WORK	LIQUIDATED DAMAGES FOR EACH DAY OF DELAY \$555.00
---------------------------	--

**Section F**  
**DELIVERIES OR PERFORMANCE**

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

\* Substantial completion shall be achieved within 424 calendar days following receipt of a notice to proceed. The work under this contract shall be fully complete within 469 calendar days following notice to proceed."

**G.1. PRE-CONSTRUCTION CONFERENCE**

A pre-construction conference will be held at a place, time and by what method to be determined by the Contracting Officer. Notice to Proceed (NTP) will be issued at the Pre-construction conference. The Contractor is required to attend. Major subcontractors may attend, but may not participate therein other than through the Contractor. The purpose of this conference is to review the contract procedures and to discuss questions in regards to the contract documents. The Contracting Officer or his/her representative will provide clarifications.

**G.2 PERIODIC PROJECT MEETINGS**

All progress meetings will be held at a place and time established, at the discretion of the Contracting Officer, for the purpose of coordination with the contractor and status updates of the project. Periodic progress meetings will be scheduled on a bi-weekly basis for the duration of construction through substantial completion. Meeting minutes resulting from the bi-weekly progress meetings will be issued identifying at a minimum (a) topics discussed, (b) critical submittals and status, (c) actions required, responsible parties, and time frames to resolve, (d) progress achieved since last meeting, (e) Quality Control deficiencies and issues, and (f) minimum of ten (10) quality photographs of construction progress. Two additional progress meetings will be held during the project completion and close-out phase of the project

**G.3 SUBCONTRACTS**

Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

The Contractor shall insert a clause in each subcontract issued under this contract which incorporates all FAR Clauses (beginning with "52", and all general and special provisions of this contract into the subcontract by reference except that all references to the government or Job Corps shall mean the General Contractor.

The Contractor shall be responsible to the Government for acts and omissions of its own employees and of subcontractors and their employees. The Contractor shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.

The Government will not undertake to settle any differences between or among the Contractor, subcontractors or suppliers.

**G.4 SHOP DRAWINGS**

The contractor shall maintain and submit to the Government as a part of the Close-out documents, a complete set of Shop Drawings as approved by the Contractor's A/E subcontractor as required in Section G.17.

**Section G**  
**CONTRACT ADMINISTRATION**

**G.5 OPERATIONS, STORAGE AREAS AND SECURITY**

All operations of the Contractor (including storage of materials) upon Government premises shall be confined to areas authorized or approved by the Contracting Officer. The Contractor shall erect whatever barriers or enclosures are necessary to define the site and protect the materials, equipment and work. The Contractor shall hold and save the Government, its officers and agents, and the Center Operating Contractor free and harmless from liability of any nature occasioned by its operations.

The Contractor shall comply with regulations governing the operations on the premises, which are occupied and shall perform the contract in a manner that will not interfere with the conduct of normal business.

All persons employed under this contract shall, while on the premises, observe the regulations in effect at the site, and are cautioned that entrance to any existing building outside the scope of the contract is forbidden, except by official permission.

The Contractor will be doing work on federally-owned or federally-controlled property. All persons employed under this contract, and sub-contracts issued herein under, are to observe security regulations in effect at the site. The Contractor and all persons employed under the contract are required to comply with established security, sign-in, and random search procedures.

All work that will affect or alter the normal operations of the Center is to be coordinated with the operating Contractor of the Center through the Contractor at least one week in advance. If the work requires partial or total interruption of utilities, two weeks written notice must be given.

The Contractor shall furnish and install barricades or enclosures necessary to keep all dust and debris away from the facilities that are to remain in use at the Center.

The Contractor shall carefully remove and relocate all salvageable material to such areas as designated by the Contracting Officer.

The Contractor and all persons employed under the contract will not be permitted to utilize the food service facilities at the Center.

The Contractor and all persons employed under the contract will not be permitted to fraternize with the Job Corps students or staff at the Center.

Under no condition will the Contractor or any persons employed under the contract be permitted to consume or transport any alcoholic beverages, drugs, or firearms on the site.

Any person found violating these or any, other conditions set forth in the contract document will be barred from the project.

In addition to the above, the Contractor shall be responsible to provide at least, but not limited to, the following:

**Section G  
CONTRACT ADMINISTRATION**

**Provide an appropriate security system and facilities to protect WORK from unauthorized entry, vandalism, and theft.**

**Employ such services or measures as needed to properly protect and safeguard WORK. Provide protection for materials, tools, and equipment employed on Project, including workmen's tools.**

**The Government shall not in any way be liable or responsible for damage or loss to Work due to trespass or theft.**

**G.6 PROJECT SAFETY**

The Contractor shall be responsible for initiating, maintaining, and supervising a safety program in connection with the construction project. All reasonable precautions are to be taken to provide protection and to prevent damage, injury, or loss to:

- A. Employees and others who may be affected by the construction project.
- B. All project materials and equipment on the site.
- C. Other property on the site or adjacent thereto.

The Contractor shall erect and maintain approved barricades and all reasonable safeguards for safety and protection, including the posting of danger signs and other warnings against hazards.

During any approved new construction, the Contractor is to erect fences or other barriers around the construction site and any required storage and staging areas.

Current OSHA regulations must be followed in the placement or erection of safety barriers around excavation.

During any repairs, alterations, or additions to existing facilities, the Contractor is to provide a secure separation between the areas where the work is to be performed and areas that are utilized by the Job Corps Center. Care must be taken by the Contractor to provide continuous and uninterrupted occupancy of the adjacent spaces or facilities.

**G.7 DISPOSAL OF REFUSE**

Refuse resulting from construction operations shall be removed from the site. Refuse shall not be allowed to accumulate for more than one week and shall be removed at more frequent intervals if directed by DOL or its designated representative.

## **G.8 SCHEDULE OF PROGRESS**

Unless otherwise specified in the contract documents, the Government intends to take possession of the facilities included in this project at one date. That single Substantial Completion date is specified in days following issuance of the notice to proceed (NTP) stated in ATTACHMENT B – ADDITIONAL INSTRUCTIONS TO OFFERORS/BIDDERS. No “partial” substantial completion dates are anticipated. Therefore, within fourteen (14) calendar days following notice to proceed (NTP) the contractor shall submit to the Contracting Officer, or his/her designated representative, a realistic critical path method (CPM) project plan demonstrating the Contractor’s methodology for meeting the timely completion of the entire project, whether or not it involves more than one building, in the time specified on Block 11 of the Solicitation, Offer and Award document (SF-1442). The Contractor shall submit its CPM Project schedule in either Primavera or MS-Project. Following review and approval of this CPM schedule, the Contractor shall submit one electronic copy of the schedule to the Contracting Officer.

The Contractor shall submit three copies of an updated design/construction schedule to DOL or its designated representative with each pay request, and when required by major changes in the work or schedule. If the Contractor fails to submit a progress schedule within the time herein prescribed, the CO may withhold approval of progress payments until such time as the Contractor submits the required progress schedule.

## **G.9 PAYMENTS TO CONTRACTOR**

Before the first progress payment under this contract becomes due, the Contractor shall prepare a Schedule of Values of the contract price that is acceptable to the Contracting Officer. The values in the breakdown will be used for determining progress payments. No progress payments requests will be accepted or considered for payment until the Schedule of Values has been accepted and approved by the Contracting Officer.

The Contractor’s Schedule of Values shall provide a line item of at least of at least 10% of the contract price to cover preparation and delivery of the required close out documents specified in Section G.17. The Schedule of Values shall be set up by participating trades, and when more than 1 building/structure/phrase is involved, the breakdown shall be set by trades by building/structure/phase.

Preparatory work done (including design submittals and shop drawings) will be taken into consideration in preparing estimates upon which progress payments are based. Unless otherwise provided in the specifications, materials delivered that will be incorporated into the structure will be taken into consideration in computing progress payments, provided the material is delivered on the site, or is delivered to the contractor and properly stored by the Contractor in a bonded warehouse or storage yard, or similar suitable place as may be approved by the Contracting Officer. Before each such payment is made for delivered material stored on the site, the Contractor shall furnish to the Contracting Officer such evidence as may be required as proof of the quantity and value of such materials. Before each payment is made for delivered materials stored on or off site, the Contractor shall furnish the Contracting Officer with properly executed

**Section G**  
**CONTRACT ADMINISTRATION**

bills of sale for the delivered material upon which payment is being made. The Contractor shall remain responsible for such stored materials.

Estimates on which progress payments are based shall include the value (as determined by the Contracting Officer) of satisfactory in-place work performed pursuant to a unilateral modification (change order) where final agreement on the equitable price adjustment has not been reached, up to the limit specified in the individual unilateral modification.

The Contractor shall not be deemed to have the right to receive final payment due or to become due under this contract unless and until the Contractor's surety has made payment in settlement of requirements of the surety's undertaking under the payment or performance bond and has so notified the Contracting Officer of the claims and amounts so paid.

#### **G.10 FURNISHING INFORMATION AND RECORDS**

If the Contractor or any subcontractor under this contract, or the officers or agents of the Contractor or any subcontractor, shall refuse or have refused, except as provided by the terms of the prime contract involved, to furnish to any Government agency or establishment in the legislative or judicial branch of the Government, information or records reasonably pertinent to this contract, or any other Government contract in connection with which the Contractor or such subcontractor has or shall have performed work or furnished materials or supplies or undertaken to do so, the following action may be taken:

In the case of a refusal by the Contractor, its officers or agents, the Government may, after affording an opportunity to explain or justify such refusal, terminate the Contractor's right to proceed with the work under the contract and thereupon the Government may avail itself of the rights and remedies provided in the clause entitled Default of this contract in addition to any other rights and remedies provided by law and under this contract.

#### **G.11 WORKERS' COMPENSATION LAWS**

The Act of June 25, 1936, 49 Stat. (40 U.S.C. 290) authorized the constituted authority of the several States to apply their workers compensation laws to all land and premises owned or held by the United States.

#### **G.12 REQUIRED INSURANCE**

The Contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

##### Workers Compensation and Employer's Liability

1. Statutory: Amounts in coverage as required by the State compensation laws including provisions for voluntary benefits as required in labor union agreements, and including provisions for extending policy in accordance with laws and other jurisdictions.



**Section G**  
**CONTRACT ADMINISTRATION**

2. Employer's Liability: At least \$100,000 each accident.

Builder's Risk

The Contractor shall provide Contractor's Builder's Risk and Fire and Extended Coverage Insurance to protect the Government and the Contractor and subcontractors against loss caused by the perils insured against the amount of 100% of the value of the Design Building project, including items of labor and materials in place or to be used as part of the permanent structure, including surplus materials, temporary structure and miscellaneous materials and supplies incidental to the work. Such insurance may be maintained in full force and effect until the project is accepted. Policies shall be written to include the United States Government and the Contractor. Write the words "as their interest may appear." Remove "XCU" exclusions relating to damage caused by simple explosion, collapse, shoring, grading, and underground utilities.

Comprehensive General Liability (or Blanket Liability)

Contractual liability, including completed operations liability, will be kept in force for at least one year after work has been completed. Coverage will be provided to include the Federal Government and its Operating Contractor. Limits will be:

1. Bodily injury liability – at least \$250,000 each person; \$500,000 each occurrence.
2. Property damage liability – at least \$250,000 each accident; \$250,000 aggregate.
3. Broad form property damage basis – remove "XCU" exclusions relating to damage to property caused by explosions, collapse, shoring, grading, and underground utilities.

Comprehensive Automotive Liability Insurance

This will include coverage for owned, non-owned, and hired vehicles. Bodily injury liability: At least \$250,000 each person; \$500,000 each occurrence.

Prior to the commencement of work hereunder, the Contractor shall furnish to the CO a certificate or written statement of the above-required insurance. Companies shall be acceptable to the Government. The policies evidencing required insurance shall contain and endorsement to the effect that cancellation or material change in the policies diversely affecting the interest of the Government shall a not be effective until thirty (30) days after written notice thereof to the CO.

The Contractor agrees to insert the substance of this clause, including this last paragraph, in all subcontracts hereunder.

The Certificate of Insurance cancellation section shall read:

“Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the below named certificate holder or to the certificate holder named to the left.”

### **G.13 EQUITABLE ADJUSTMENTS**

The provisions of the Differing Site Conditions clause (52.236-2) and the Changes Clause (52.243-4) of this contract are supplemented as follows:

The Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in this "Equitable Adjustments" clause, for the work involving contemplated changes covered by the request. The proposal shall be submitted within the time limit indicated in any written request or any extension of such time limit as may be subsequently granted. The Contractor's written statement of the monetary extent of a request for equitable adjustment shall be submitted in lump sum with an itemized breakdown as follows:

#### Direct Costs

Material quantities by trades and unit costs (manufacturing burden associated with material fabrication performed off the job site will be considered to be part of the material costs of the fabricated item delivered to the job site)

Labor breakdown by trades and unit costs (identified with specific item of material to be placed or operation to be performed).

Construction equipment exclusively necessary for the change.

Worker's Compensation and Liability Insurance.

Employment taxes under FICA and FUTA.

Bond costs - when size of change warrants revision, as determined by the Contracting officer pursuant Clause 52.228-2.

Overhead, Profit, and Commission.

The maximum allowable overhead, profit, and commission percentages given in this paragraph shall be considered to include, but are not limited to, job-site staff and office expense; incidental job burdens; small tools; and general office overhead allocation. The percentages for overhead, profit, and commission shall be negotiated and may vary according to the nature, extent, and complexity of the work involved, but in no case shall exceed the following:

**Section G**  
**CONTRACT ADMINISTRATION**

<u>Description</u>	<u>Overhead</u>	<u>Profit</u>	<u>Commission</u>
<b>To Contractor on work performed by other than its own forces.....</b>	<b>N/A</b>	<b>N/A</b>	<b>10%</b>
<b>To first tier subcontractor on work-performed by its subcontractors.....</b>	<b>N/A</b>	<b>N/A</b>	<b>10%</b>
<b>To Contractor and/or subcontractor for that portion of the work performed with their respective forces.....</b>	<b>10%</b>	<b>10%</b>	<b>N/A</b>

Not more than four percentages, not to exceed the maximum percentages shown above, will be allowed regardless of the number of tier subcontractors. In proposals covering both increases and decreases in the amount of the contract, the application of overhead and profit percentages shall be on the net increase in direct costs for the Contractor or subcontractor performing the work. However, where the Contractor or

first tier subcontractor receives proposals in additive and deductive amounts from separate lower tier subcontractors, the commission shall be allowed on the added amounts prior to subtraction of the credit amounts.

The Contractor shall submit, with the Proposal, a request for a time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the contract in its entirety.

In considering a proposal, the Government shall make check estimates in detail, utilizing unit prices where specified or agreed upon, with a view to arriving at an equitable adjustment.

After receipt of a proposal, the Contracting Officer shall act thereon within 30 days; provided, however, that when the necessity to proceed with a change does not allow time to properly check a proposal or in the event of failure to reach an agreement on a proposal, the Government may order the Contractor to proceed on the basis of a price to be determined at the earliest practicable date. Such price shall not be more than the increase or less than the decrease proposed, except that on proposals under \$100,000, the increase shall not exceed the proposed increase plus 10%.

If a mutually acceptable price cannot be reached, the Contracting Officer may determine the price unilaterally.

The provisions of the Differing Site Conditions Clause (52.236-2) of the General Provisions, and the Changes Clause (52.243-4) are supplemented as follows:

The Contractor shall submit all claims for equitable adjustments in accordance with,

**Section G**  
**CONTRACT ADMINISTRATION**

and subject to, the requirements and limitations set for in this "Equitable Adjustments" Clause.

**G.14 WEATHER DELAYS (EXCUSABLE DELAY)**

**G.14.1 Extensions of Contract Time.** In the event that progress of the work (i.e., the Construction critical path) is delayed by adverse weather conditions, the Design Builder shall notify the Contracting Officer at the end of each month in which delay occurs. At such time as weather is no longer a factor in construction activity, if the accumulated number of bad weather days exceeds the number of days listed as the Standard Baseline, the Design Builder may submit a request for an extension on Contract Time.

**G.14.2 Standard Baseline for Average Climatic Range.** Standard Baseline represents the normal and anticipated number of calendar days for each month during which construction activity is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for number days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.

**WEATHER TABLE**  
**Monthly Anticipated Adverse Weather Calendar Days**

<b>MONTH</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
<b>DAYS</b>	<b>13</b>	<b>5</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>6</b>	<b>10</b>

**14.2 Adverse Weather and Weather Delay Days.** The adverse weather below is defined as the occurrence of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:

**14.2.1** Precipitation (rain) in excess of one-tenth inch (0.10") liquid measure.

**14.2.2** Adverse Weather may include, if appropriate, "dry-out" or "mud" days when the following conditions are met:

Only if there is a hindrance to site access; work on the envelope of the building such as masonry or roofing; site work such as excavation, backfill, and footings; site improvements such as paving.

At a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the standard baseline that total 0.1 inch or more, liquid measure.

**14.2.3** A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the Contractor's scheduled workday.

**14.3 Documentation and Submittals:**

**14.3.1** Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by the CO at the beginning of the project.

**14.3.2** Use Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the climatic range.

**14.3.3** Submit As-planned and As-built Schedules depicting clearly how the critical path has been altered by the adverse weather.

## **G.15 TEST RESULTS**

The Contractor shall maintain a complete record of all required performance and system tests and reports that are conducted on the construction site. Copies of all verified test results shall be transmitted to the Contracting Officer's Technical Representative (COTR) as part of the closeout documentation.

## **G.16 AS-BUILT RECORD OF MATERIALS AND INSTALLATION**

Prior to closeout of the project, the Contractor shall furnish an "as built" record of materials used in construction. Submittal of this data is made a condition of final payment under this contract. Where several manufacturers' brands, types or classes of the items listed have been used in the project, the specific areas where each item was used shall be designated. Designations shall be keyed to the area and space designations on the contract drawings. As a general guide, the type of information to be recorded shall include, but not be limited to, the following:

- a. All revisions, except for minor and/or non-critical dimensions.
- b. Changes in significant details.
- c. All omissions, including work omitted by accepted alternates.
- d. All Additions to the work.
- e. Dimensioned locations of major and/or main utility lines, such as main conduit runs, piping mains, and similar work.
- f. Location of all control valves.

After review by DOL or its designated representative, and corrections made, Contractor shall provide an electronic (CAD discs) reproducible set of record drawings to the Department of Labor.

## **G.17 SUBSTANTIAL COMPLETION**

Substantial Completion is the stage in construction when the project, or a designated portion thereof, has reached a state of completion which would permit the occupancy and/or use by the Department of Labor for its intended function. Substantial Completion is further dependent upon the Contractor providing all essential training on operations and maintenance, as required, to the designated Center personnel. Unless indicated otherwise, the Date of Substantial Completion, as

**Section G**  
**CONTRACT ADMINISTRATION**

acknowledged by the Government, is also the commencement date of all warranties and guarantees required by the contract documents.

When the Contractor feels that the work is substantially complete, it shall notify the Contracting Officer, through the Contracts Support Contractor, requesting a substantial completion walk thru inspection.

Attached to the request must be a list of items to be corrected/completed (punch list). An inspection of the work shall be conducted by the Department of Labor (DOL) or its designated representative to review the punch list and verify its accuracy; should the Contractor's punch list prove to be inaccurate or incomplete, Contractor shall provide revised punch list. At the time of the inspection, the Contractor shall be required to submit to DOL or its designated representative all inspection reports, test results, operation and maintenance manuals, keys and keying schedules, and approved shop drawings for the substantially complete work. This information will then be turned over to the Center Operator.

Upon the successful completion of the inspection, both the Contractor and DOL or its designated representative shall provide certification of substantial completion, using the form provided in Attachment E, Standard Forms. Four copies of the Certificate of Substantial Completion, all with original signatures and with a punch list attached to each, shall be submitted by Contractor to the Department of Labor's Contracting Officer's Technical Representative for acknowledgment.

Not until the date and Certificate of Substantial Completion have been fully acknowledged, by the Department of Labor Contracting Officer's Technical Representative, will the Contractor be relieved of the responsibility for the security and maintenance of the work, except for punch list items. Following acknowledgment by the Department of Labor, the Contractor shall provide any required additional training to designated Center Personnel, and shall also complete the punch list items in accordance with the Schedule identified in the Certificate of Substantial Completion. Failure to complete the punch list items within the schedule may be a breach of contract and will be subject to the sanction of the contract.

#### **G.18 CONTRACT CLOSEOUT**

After the Certificate of Substantial Completion has been acknowledged by the Department of Labor, and the correction/completion of the new punch list items has been accomplished, the Contractor should submit a Notice of Final Completion to the Department of Labor and to the satisfaction of the Department of Labor, requesting a final walk-through inspection. Following the final walk-through and to the satisfaction of the Department of Labor that the work is fully completed and acceptable, the Contractor shall submit all documents required for contract closeout.

The following documents shall be submitted in triplicate to the Government.

Contractor Releases of Claims/Liens (original).  
Consent of Surety to final payment (original).

**Section G**  
**CONTRACT ADMINISTRATION**

Copies of all record drawings.  
As-built drawings in both CADD and PDF on CD  
Copies of all approved Shop Drawings.  
Originally-signed copies of all warranties, guarantees, as applicable (originals).  
Operation and Maintenance manuals.  
Building System Commissioning manuals  
Certificate of one-year comprehensive General Liability Insurance from Final Completion (original).

NOTE

**If, for any reason, the project proceeds directly to final completion, and no Certificate of Substantial Completion is issued, then insurance shall be for one year from the date of the final walk-through, as attested to by the Government. This date of Final Completion is also the commencement date of all warranties and guarantees required by the contract documents.**

Final payment under the contract will not be made until all required documents, including those listed above, are received and approved by the Department of Labor.

**G.19 PRECEDENCE OF PLANS, SPECIFICATIONS, AND CLAUSES**

In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

Standard Clauses of the Contract (those bearing numbers beginning with "52"), set forth in full text or incorporated by reference in Part I- The Schedule, Part II - Contract Clauses, Part III - List of Documents, Exhibits, and Other Attachments, and Part IV - Representations and Instructions.

Supplemental Contract Provisions set forth in Part I- The Schedule, Part II - Contract Clauses, and Part IV - Representations and Instructions.

The specifications, including any and all addenda.

The drawings.

In case of differences between small and large scale drawings, the large scale drawings shall take precedence over any conflicting notations on the drawings. On any of the drawings where a portion of the work is drawn out and the remainder is shown in an outline, the parts drawn out shall apply also to all other like portions of the work. Where the word "similar" occurs on the drawings, it will have a general meaning and will not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

**The website for the Federal Acquisition Regulation (FAR) is [www.arnet.gov/far](http://www.arnet.gov/far)**